

-the cost of building a switch site facility and linking it to the ILEC

18. Not included in the MGC evaluation are the non-recurring costs and availability of collocation space. After the CLEC applies, some ILECs, such as Ameritech, advise the CLEC of additional non-recurring collocation costs. Then, Ameritech advises whether the physical collocation space requested is available, and if it will be built at the low, moderate or high estimate.
19. Most ILECs, however, do not offer a range of collocation costs, but instead require MGC to apply, and quote a price for the build-out of the space in the response. This is called pricing on an "ICB basis," (an Individual Case Basis).
20. Also, when picking a new market, MGC has no idea of the availability of collocation space. For example, in the San Francisco metropolitan area, MGC has applied for collocation in approximately seventy-five offices. To date, we have been granted space in thirty-eight. We have also been unable to physically collocate in other offices in California, Georgia and Illinois.
21. Should the ILEC claim no physical space is available in a particular Central Office, MGC has no right to make an independent audit of the space (Sprint in Nevada excepted). Pacific Bell does offer an independent third-party verification, but the process is long and cumbersome.
22. MGC does not know the size of the office or the number of lines it serves (excepting BellSouth). When planning a city, MGC creates a template of the Central Offices it desires to collocate in, and the date desired as an in-service date. We share this in advance meetings with the ILEC. All ILECs also require MGC

to offer line usage forecasts (some for up to three years out). Thus, the ILEC knows MGC's target markets and expected market penetration in advance.

23. Therefore, the ILEC has knowledge of MGC's marketing plans and line forecasts, and MGC must continue to divulge similar proprietary information about its business plans as interim steps in the build-out process. However, the ILEC (excepting BellSouth) refuses to provide line count information, claiming this most useful planning information is proprietary. Similarly, none of the ILECs will provide MGC with a list of offices and an explanation of space availability in those offices. Instead, MGC must send in a written request (with a check) and await an ILEC response.
24. The inability to know of space availability hinders MGC in its market selections. The inability to determine the cost of particular Central Offices within a particular city makes capital budgeting impossible. The inability to challenge ILEC claims of no space availability do not meet a parity standard. The inability to create marketing plans and capital expenditure estimates is a major impediment to new telephony competitors.

Access and Artificial Installation Delays

25. Once collocation space has been granted, MGC must wait for the space build-out to occur before it can start installation of its equipment. As mentioned before, the intervals for building out a 10 x 10 wire-walled cage average from ninety to one hundred and eighty days after completion of an application and space availability determination that averages forty-five to sixty days. Thus, MGC has to wait, on

average, between four and one-half months to eight months to take possession of its collocation space.

26. If an ILEC determines there will be a delay in provisioning the collocation space, it notifies MGC of the delay. Some ILECs will provide a new estimated completion date, some will merely state they will let MGC know when space will be ready. In 1997, BellSouth was late in provisioning almost every collocation cage because of an alleged inability of its vendor to provision certain Point of Termination Bays. This is the point where the parties would interconnect. BellSouth refused to allow MGC to take the cages on the original due date, to allow MGC to start equipment installation. This could have been done, and would have mitigated the time lost waiting for the vendor to provide and install the POTs Bays.
27. MGC proposes the ILEC face economic penalty for failure to timely provision collocation cages. Also, or alternately, the ILEC should reimburse MGC for actual damages, such as the wages of installation teams idled when space is not ready on the due date (barring extraordinary circumstances).
28. During the week beginning Monday, September 21, 1998, Ameritech was supposed to provide five virtual collocation cages to MGC. Last week, our Chicago City Engineer went to a Methods of Procedure ("MOPS") Meeting with the Ameritech employee responsible for these Central Offices. The Ameritech employee refused to sign the MOPS documents, thus delaying MGC's entry into the five Central Offices. Therefore, MGC was unable to deliver this equipment last week or start installation on the following Monday, September 21. As of

Wednesday, September 23, the issue has not been resolved. MGC cannot deliver the equipment to the Central Offices, and Nortel has five installation crews out of work, at MGC's expense, since Monday, September 21.

29. Pacific Bell has caused significant delays to MGC in installing the fiber necessary to connect from its La Mesa switch site to the Pacific Bell La Mesa Central Office (in suburban San Diego). Although MGC had coordinated building diverse conduit routes to the ILEC selected manholes in La Mesa, Pacific Bell was unprepared to allow MGC to core into the manholes to finish the fiber build. I spoke to our engineering contact at Pacific Bell, who sternly advised me that Pacific Bell had thirty days to arrange the manhole coring. I escalated to our Pacific Bell Account Manager after a delay of almost two weeks, she fixed the problem the same day. (Contrary to the oft repeated claims that these delays are caused by lack of manpower, MGC is occasionally able to expedite ridiculously slow provisioning intervals by involving its account manager.) After the manholes were cored, more time was lost when Pacific Bell changed its mind and refused to allow MGC's vendor (the same vendor Pacific Bell uses for its conduit jobs in California) to pull the cable from the manhole into the Central Office. Again, after a delay of several days, MGC was able to resolve the problem with the assistance of the Pacific Bell Account Manager. Finally, after watching the cable installation, Pacific Bell advised MGC that it had pulled the wrong type of cable, and would have to remove and replace it. Again, our Account Manager was able to broker a settlement allowing use of the existing cable.

30. GTE is particularly inventive in delaying access or installation to the collocation cages. GTE will give MGC a card key to the exterior building entrance, but not to the electronic gate surrounding the building. Thus, MGC can't get into the parking lot to deliver equipment; its personnel can't get into the building to start the work; and MGC cannot obtain access until someone at the Central Office will answer a telephone line and provide manual access. In addition, GTE has refused to allow MGC personnel to use its parking lot for delivery of equipment; or its loading dock for delivery of equipment. GTE will not allow MGC (or its vendor's) personnel to park in GTE's parking lot (even when space was not an issue and security was an issue). In one case, MGC called to arrange delivery of equipment, received permission to deliver the equipment, only to arrive on site and discover the parking lot was closed for resurfacing.
31. GTE has run electrical cable through the diamond pattern in the chain link fence instead of through a cable trough at the top of the cage (several former GTE employees now working for MGC and its vendors state they have never seen GTE do this before). This creates a hazardous condition, particularly for power and grounding cables. GTE to date has refused to resolve this issue.
32. GTE has represented cages as ready and invited MGC to a cage acceptance meeting. In one case, the collocation cage floor had not been sealed or tiled, in contravention of GTE's standards. In another case, no lights had been installed in the collocation cage. When MGC arrived to accept this cage, the ILEC stated it saw no problem with the cage, but would undertake to install lighting and would not commit to a completion date.

33. GTE's delivery, access, installation and testing procedures vary by Central Office. MGC cannot meet a standard that changes from Central Office to Central Office.
34. MGC proposes the ILECs provide a single state or region-wide standard for collocation space preparation, cage delivery and acceptance, delivery of equipment, installation and testing of the equipment. The standard needs to be reasonable and acceptable to the CLEC, with CLEC having some negotiation ability. Financial penalties for egregious delays should be instituted.
35. MGC proposes the creation of an ombudsman at the Federal Communications Commission or at the state Public Service Commission level where MGC and other CLECs can quickly adjudicate cases where a CLEC believes the ILEC is unduly delaying cage delivery or equipment installation.
36. Timely delivery, installation and testing of equipment in the ILEC Central Offices is essential to success of the CLEC because the CLEC will have started marketing campaigns and sales efforts based upon an anticipated in-service date. To fail to meet this date can cause loss of customers and will create a perception that the CLEC is inefficient. This is a perception no start-up competitor can long survive against a well-known, entrenched incumbent telephony provider.

Inflexibility of the ILECs

37. As noted above, as a start-up telephony provider, MGC and all other CLECs need forthright cooperation from the ILECs in order to have a fighting chance of effectively competing against the ILECs. Whereas the ILEC has universal name recognition and starts with one hundred percent of the customer base, the CLEC starts with little name recognition and no customers. Whereas the ILEC refuses to

share basic marketing information with the CLEC, the CLEC has to provide the ILEC with its target markets, equipment selections, line forecasts and related marketing information. This imbalance gives the ILEC a tremendous advantage by allowing the ILEC to stifle timely competition and to spend extra resources to keep customers in CLEC-targeted areas. Whereas the CLEC starts with no physical facilities in a new city, the ILEC has one hundred percent of the facilities network.

38. The ILECs need to consider the CLEC as a customer, and treat it in the customer-friendly manner it attempts to provide its non-competitive customers.

Provisioning intervals for transport need to be the same for both competitive and non-competitive ILEC customers. Access to marketing information, fiber route maps, Central Office drawings and ILEC personnel needs to be on parity with non-competitive ILEC customers (and with the ILEC itself).

39. Since MGC is an off-net facilities-based provider, MGC must acquire one hundred percent of its transport from the ILEC or other local providers. In some markets, MGC is already among the largest purchaser of transport services from the ILEC. Nevertheless, MGC cannot expedite orders in the same fashion non-competitive customers can. For example, MGC would not receive the same access to information, personnel or status reports concerning its transport in Atlanta as would Delta Airlines or in Las Vegas as would Mirage Resorts.

40. MGC has not been able to convince the ILECs to engage in cooperative planning of Central Office space or alternate methods of confirming lack of collocation space. While the Act does not allow the ILECs to warehouse space for their own

use, MGC has no method of confirming that the ILEC has not done so. Indeed, MGC has no effective method of determining the accuracy of a space denial by the ILEC.

41. MGC has been forced to sign Pole and Conduit Agreements which violates on its face the provisions of the Act. In one case, the mandated Pole and Conduit Agreement allows Pacific Bell to remove MGC's facilities from conduit, at MGC's expense, in order to allow the ILEC to serve one of its customers. BellSouth's collocation agreement requires MGC to pay rent on collocation space from the date the space is granted, not when the cage is provisioned and accepted by MGC. This is tantamount to requiring a tenant to start paying rent on an apartment reserved sixty days in advance on the date of reservation.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

Executed on September 24, 1998, in Las Vegas, Nevada.


David Rahm

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)
Deployment of Wireline)
Services Offering Advanced)
Telecommunications Capability)

CC Docket No. 98-147

**DECLARATION OF SCOTT A. SAREM IN SUPPORT
OF COMMENTS OF MGC COMMUNICATIONS, INC.**

1. This Declaration is given in support of the Comments of MGC Communications, Inc. ("MGC") in response to the Commission's Notice of Proposed Rulemaking ("NPRM") in the above-captioned docket.
2. I have personal knowledge of the facts set forth in this Declaration and how those facts relate to the issues raised in the NPRM.
3. My name is Scott A. Sarem. My business address is 3400 Inland Empire Boulevard, suite 201, Ontario, California 91467.
4. I have over three years experience in the telecommunications industry and have been involved with the CLEC licensing process in various states as well as the negotiation of Interconnection Agreements, and ILEC compliance with such agreements. I received my Juris Doctorate from the UCLA School of Law in 1995 and received a Bachelor of Arts in Political Science from the University of California Riverside in 1991.

5. I am employed by MGC Communications, Inc. as Director, Strategic Relations for the state of California. My duties include interacting with Pacific Bell, GTE, and the California Public Utilities Commission in the furtherance of MGC's entry into the California marketplace. Furthermore, I support the MGC regional operations staff in managing the escalation of problems through both Pacific Bell and GTE.
6. My Declaration contains a discussion of operational facts occurring in California between April 1998 to the present. MGC has experienced a wide range of difficulties in obtaining local loops from incumbent local exchange carriers ("ILECs"). These ongoing problems arise due to a variety of reasons: (a) lack of ILEC resources to support the provisioning function; (b) no ordering continuity among the ILECs; (c) lack of absolute standards to measure the performance of ILECs. ILECs are permitted to perform poorly with little consequence short of the CLEC initiating costly, time-consuming litigation before the state commission. Following is a detailed summary of problems experienced by MGC with ILECs and within states in which MGC operates.
7. My duties require that I deal with both Pacific Bell and GTE regarding policy and contract issues in the state of California. To this end, I monitor the ILECs' performance in the providing collocation and UNE's pursuant to their respective interconnection agreements and state and Federal regulations.
8. The California Public Utilities Commission recently conducted a collaborative process in California in connection with Pacific Bell seeking to obtain section 271

authority. This collaborative process included, among other issues, discussion regarding collocation. (Exhibit 1)

9. Pacific Bell conceded that its processes and procedures for allocating collocation space needed improvement. As a result, Pacific Bell proposed rules that would provide give a CLEC a more timely and informed response to the collocation applications submitted by the CLEC. Pacific Bell would have to respond within a short period of time that would either let a CLEC know it acquired collocation space, was denied space, was put on a waiting list, or had to provide a bona fide request (BFR) for the space. If the CLEC was required to submit a BFR, then that CLEC would have priority to occupy the newly built out space. (Exhibit 1)
10. Pacific Bell also conceded that it has granted collocation space to its affiliates, specifically Pacific Bell Mobile Services, that is approximately 1,900 square feet. (Exhibit 1 ¶A, number 7.). Furthermore, Pacific Bell has allowed its affiliate to collocate switching equipment at the site. Pacific Bell did not authorize the placement of switching equipment for CLECs until May 1998. In fact, CLECs such as MGC are not allowed to collocate switching equipment unless they sign an amendment to their interconnection agreement.
11. Neither GTE nor Pacific Bell allow CLECs to audit their central offices when they represent that space is not available for collocation. (Exhibit 2 ¶ 3.) Therefore, MGC and other CLECs must take ILECs at their word that no space is available for collocation.
12. During the 271 collaborative process, Pacific Bell revisited the central offices where collocation space was denied and found space available in 59 offices. This

illustrates that the ILECs evaluation process is less than accurate and should be subject to an audit when a CLEC is denied space.

13. Pacific Bell failed to properly keep records reflecting CLEC's priority in the collocation process where space was initially denied and then space was subsequently found. This process required CLECs to challenge their rankings for space against other CLECs and took the focus off Pacific Bell's denial of collocation space.
14. GTE denies collocation in certain central offices without valid reasons. Additionally, in some instances where GTE allows collocation, the cost is prohibitive.
15. Both Pacific Bell and GTE reserve space in their central offices for their future growth for long periods of time. Pacific Bell reserves space for up to three years of projected growth, while GTE reserves collocation space for up to five years for its projected growth. This space reservation process effectively keeps CLECs from collocating where space is clearly available and acts as a barrier to competition. Needless to say, CLECs cannot reserve space for future growth.
16. GTE has issued erroneous bills to MGC customers. First, GTE has issued local loop bills to MGC customers when they should be sending them to MGC. The local loop bills sent to MGC customers pose several problems. First, the bill is for MGC's ordering of a local loop and the MGC customer is of the belief that it somehow owes GTE money for ordering MGC service. Next, in the case of pay telephone customers, the bill goes to a premise owner rather than the pay phone vendor. This means that the erroneous bill is twice removed from MGC and leads

innocent premise owners with the impression that they owe GTE money for allowing a pay phone owner to place his equipment on the owners premises. The end result is that customers feel they are being penalized for switching to a competitor of GTE's. (Exhibit 3)


17. GTE issues accelerated "yellow pages" bills for customers that convert their local service to MGC. (Exhibit 4). These business customers receive bills ranging from \$1,000 to \$10,000 in an accelerated bill for Yellow Page Services from GTE. The only reason these MGC customers receive the yellow pages bills is because they converted to MGC. This is an illustration of another tactic used by GTE to frustrate competition.
18. GTE has detailed a process for local service order flow through in its ALEC handbook published for the use of CLECs. In that document, GTE represents that CLECs may submit orders from multiple locations and receive firm order confirmations or order rejections at the fax machine in which the order originated. In practice, however, GTE will only fax order confirmations and order rejects to a singular fax number. This creates an inordinate amount of trouble for MGC in that it has order centers that process GTE LSR's in three different locations. The end result is that MGC must staff a singular location with personnel dedicated to forwarding GTE order confirmations and order rejections to their appropriate destination.
19. In several instances, GTE has dropped MGC customers from the Directory Assistance and White Page listings after the customer has converted from GTE to MGC. (Exhibit 5) When MGC reports the trouble to GTE, it sometimes takes in

excess of two weeks for the MGC customer to be entered into the Directory Assistance database. When MGC business customers are not listed in the Directory Assistance database, they lose business because prospective customers lose a means by which to contact the business.

20. In other cases, GTE does not disconnect an MGC customer's telephone number when they have converted to MGC from GTE. This causes the former GTE customer to receive a bill from both GTE and MGC. (Exhibit 6) In fact, several of these MGC customers have expressed frustration that they are being penalized by GTE once they switch local service providers.
21. In some instances MGC has provisioned service to former GTE residential customers that did not currently have telephone service turned up at their residence. However, GTE maintains an "Express Dialtone" that allows the customer to pick up their phone and call GTE to activate service. Therefore, in most cases, a local loop exists at the residence and GTE must merely perform a conversion of the loop from GTE to MGC once MGC completes a valid service request. Unfortunately, GTE has charged a non-recurring fee MGC for a new install and field visit for a service that was not performed.(Exhibit 7) When a loop exists, MGC should not be charged the fee for a new install or field visit, because that service either did not occur or was unnecessary. This practice increases MGC's cost of doing business because MGC must then take the time to audit GTE invoices to make sure that GTE is not charging MGC for unnecessary services.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

Executed on September 24, 1998, in Las Vegas, Nevada.



Scott A. Sarem

**California Public Utilities Commission
Telecommunications Division
Staff Notes
271 Collaborative Process
COLLOCATION – Day 1
8-11-98**

Agenda

1. Process for implementation physical/ virtual collocation
Types of collocation available
General discussion of affiliate applications
2. Process for determining space not available.
3. Policy regarding reservation of space.
4. Collocation of RSMs
5. Should timetable for implementation be changed from 120 to 60 days?

Where issues will be discussed:

- Collocation to combine UNEs
 - Already addressed in “UNE” segment
 - Collocation of long distance affiliate
 - In “Section 272”
- A. Affiliate applications (other than long distance affiliate) – PB explanation.
1. appl. received through account team – to real estate and account team. 851 filing. CPOC will issue directives to engineering, power, real estate. Approx. 135 days, or longer.
 2. **ATT Request: copy of affiliate space request form. PB will check (provided 8/12).**
 3. What happens when affiliate applies in CO where CLECs are waiting? PB: done on first come, first served. PB does not block areas out for affiliates.
 4. **Cost? PB doesn't know – to be addressed in 272 session.**
 5. **Can PB produce documentation of affiliates waiting in line with CLECs? PB to check.**
 6. Secure access issue (ATT) – PB: affiliates are treated the same way, in general. Affiliates not card accessed – they can get into their areas, only. Ex. Sac 13 CO – collocators and PBMS have similar entry. PBMS has separate door -- equipment entry. TCG data request, p 23, attachment 9, says

"PBMS employees will have use of common areas, guard, etc." PB says it does not match their experience of that CO. **PB will check on who made the document.**

7. PBMS got 1900 square feet – PB would accept as ICB from a CLEC; pricing would be through cost group, on an individual case basis. PB says PBMS is held to non-expansion. **PB will check on space utilization requirements for affiliates (per WorldCom).**
8. ELI -- PB homework says CLEC goes on wait list based on date denied. **PB will check on how Affiliates get on wait list. (are they denied?).**
9. **CLECs: requests matrix on differences on how affiliates are treated. PB to do.** PB -- difference is 851 process that affiliates have to go through.

Matrix to include:

Intervals, wait list, timing, equipment allowed in, amount of space, utilization of space, type of access (security), through same CPOC?, what they have to pay for?, statistics for cages made available for affiliates ("135 v. 120 days" – is affiliate experiencing what is on paper?);

ICG request: complete list of COs where affiliates are located. PB: will check.

PB: response -- Will present May/ June info. on cages for CLECs for whole state (date promised, date completed). By 8/12.

PB: Still checking on affiliate jobs.

PB: Still checking on whether the data set of collocation installations can be increased to include six months of data, rather than just May-June.

11. are CLECs being allowed to collocate RSMs? Yes.

12. What's the process of determining whether there's no space avail?
Reclamation of space.

A. Process for implementing physical/ virtual collocation.

1. PB presentation.

- Admin. Spaces – primary target. Some belong in CO, have to stay. Some don't, like "Pioneers," and will have to move.
- divide up into space, first collocater pays, and then gets reimbursed.
- 120 days.
- for virtual, space is different.

2. Do CLECs bear costs for moving employees and/ or admin? PB will check.

- MCI – if employees should not be there, why should CLECs pay to move?
- PB: CPUC would not have supported any non-utilization of space.

3. PB: Removal of retired equipment not charged to CLECs.
4. PB: BFR process for non-tariffed COs (about an extra 60 days over a tariffed CO)
 - 120 day timeline: plus 45-60 for approval process,
 - 5-30 application process
 - 40 for tariff process.
5. WorldCom suggestions for BFR (currently there is no collocation): Simple letter indicating requestor's status – now get no written response. Understanding that once office was tariffed, that was price -- PB: unless it has been resurveyed. WorldCom wants to be able to put their money down as deposit for that space. PB: If 50% provided is more than tariffed service, 2nd payment is adjusted. If it's less, first check saves their place.
 - PB agrees with WorldCom's suggestions on how to put people in line (the person who submits BFR gets 1st spot, rather than getting back in line).
 - What is reasonable response for original requester to keep their spot? July meeting agreement: 10 days indicates that you want space, you have 30 days to get check in.
 - BFR process agreement:
 - BFR request determines queue (requester gets first spot)
 - 10 day response to reserve space
 - BFR -- No agreement on:
 - 30 days to remit payment
 - CLEC caucus result: If you sign agreement, PB should build and the CLEC agrees to pay (that agreement is binding).
 - PB: No – when we have the check, we'll start the work.
 - Therefore no agreement on when construction starts.
6. additional BFR comments
 - WorldCom suggestion – do something like Bell Atlantic which built collo cages on spec. using the “build it and they will come” theory. Minimal configuration. PB: not doing this. Have not been able to predict what people will want. **PB agrees to explore BA Nynex, will report back.**
7. alternative types of collocation (FirstWorld)
 - common area
 - Multiple carriers in one space: could include swapping space. Subleasing. Now can't order UNEs unless cage is that carrier's own cage.
 - PB: agrees. PB would prefer that CLEC holding “lease” not charge more than cost. **Agreement on that, too.**
 - **PB will report back on any process issues.**

- cage-to-cage
- adjacent on-site/ adjacent off-site
 - how is this different from Options 4 and 5 for combining UNEs? PB: Combining of UNEs – placement of POT frame solely used for UNE combining. PB states off-site is not collocation. To order a loop, use “method 5” for UNEs (extension of UNEs to off-site building using cables provided by CLECs). Different from virtual collocation because there is no transmission equipment, PB doesn’t maintain equipment, etc.
- cageless – PB: no, not now.
- If you ask for physical collo, and it’s not available, can you look into all other options in one request, hear all options at one time? (ELI) PB: We’ll do virtual, but subleasing, etc., CLEC needs to explore those on their own. PB will cooperate with subleasing, etc.
- Exploring other options for adjacent (FirstWorld). PB: It’s Method 4 UNEs - PB: Cabinet with POT frame for combination. PB: Is not considering doing building additions.
- Difference between common and cageless. PB: assumes cageless means there is no separation at all, like US West in Seattle. Common means several CLECs are in the same caged area.

A. Process for determining space not available.

- PB: Use of third party. PB offering 3rd party. CLECs: there are concerns with being in a position to make informed evaluation.

Following is ATT/MCI’s proposal (annotated with meeting remarks):

2. Process for Validating Denial of Physical Collocation On the Grounds of Space Limitation.

The process outlined below describes how the parties would validate Pacific’s denial of a CLEC physical collocation on the grounds of space limitation.

- Within 15 days of CLEC submitting request to Pacific for physical collocation, Pacific must send denial response to CLEC and files

response under seal with requesting CLEC and Director, TD
Division Commission staff;

- First World notes desire for a more public filing so parties can follow progress.
 - PB: Will notify the CLEC and CPUC.
-
- If Pacific claims that space is not available for physical collocation in a particular central office, it must file with the requesting CLEC and the Director, TD Division, a "Denial Of Physical Collocation Statement" that includes the following information:
 1. Central Office Common Language identifier, where applicable;
 2. Name of requesting CLEC (provided under seal) and amount of space requested, only to CLEC and TD Staff;
 3. Total amount of space at location;
PB: Concerns with ambiguity. Prefers limiting to CO eligible only.
 4. Total amount of space occupied by Pacific, as follows:
 - a. Amount of space housing in-use telecommunications equipment, including the identification of switch turnaround plans and timelines; PB has problem including last items – proprietary.
 - b. Amount of space housing idle telecommunications equipment, why obsolete equipment has not been removed; identification of removal plans and timelines; PB believes "idle equipment" figures are not relevant – any idle/ obsolete equipment will be removed to will provide collo space. Floor plans do not indicate where equipment is idle.
 - c. Amount of space used for Pacific's administrative purposes; PB: concerns with floor space amount. Floor plans are more telling – they're labeled.
 - 1. Total amount of space which does not currently house telecommunications equipment or Pacific administrative offices but is reserved by Pacific; PB: yes, would be shown on floor plans. Only floor CO-eligible space. Will show say purpose for reservation.

2. Total amount, if any, of remaining space, together with a detailed description thereof; PB: floor plans will show.
3. Space at site otherwise occupied, as follows:
 - a. Total amount of space occupied by interconnecting collocators (for the sole purpose of network interconnecting); PB: floor plans will show – not by CLEC, and not by CLEC use.
 - b. Total amount of space occupied by third parties for purposes other than network interconnection, including a description of the uses of such space; (ATT note: example could be Nortel, etc., being provided space.) PB: on floor plans.
 - c. Total amount of space occupied by Pacific affiliates collocated for interconnecting (for the sole purpose of network interconnecting); PB: floor plans will indicate affiliate space, but not purpose.
 - d. Total amount of space occupied by Pacific affiliates for purposes other than network interconnection, including a description of the uses of such space;
 - e. A detailed description of the amount and use of remaining space; PB: Not sure what this would be.
1. A concise and detailed explanation of central office rearrangement and/or expansion plans; PB: No—Will only discuss with Commission. ATT: note – why doesn't PB accommodate CLECs' interests and/ or plans in the expansion plans? (ATT indicates this is "per the FCC.") ~~what about including, per FCC, CLECs/ CLEC interests in expansion plans? PB to respond~~ To be addressed.
2. A detailed description of Pacific's policy to avoid exhaustion; PB: To be detailed.
3. An affidavit by a director-level or above employee certifying the accuracy of the information provided; PB: yes, will provide.

- Within 5 days of filing denial, CLEC and Commission Staff have opportunity to conduct walk-through of Pacific central office at issue; PB: Will do third party (like experts recommended by AAA-arbitrators, and mutually-agreed upon), and/ or Staff visit. ATT: Critical that evaluation is by telecomm engineering-type person. Can also be used to inform Staff of other alternatives, begin incentive-informed dialogue between CLEC/ PB/ Staff. FirstWorld: 3rd party engineer should have go-with-CLEC representation as well as CO management to evaluate fairness of engineer's assessment -- does not feel proprietary concerns are valid because CLEC sees it anyway, and PB gets to see it. What if multiple CLECs ask for walk through? What if space is found on fifth walk through? Does it revert to first in line?
- Within 15 days of filing denial, Pacific, CLEC and Commission staff must meet, as an audit team, to review Pacific filing and CLEC/Commission Staff on-site review; PB: will provide floor plans within 15 days of denial.
- Within 30 days of filing denial, audit team submits its finding to Commission;
- Within 30 days of filing of audit with Commission, TD Staff ALJ/Commission prepares issues resolution order for Commission consideration determining whether space is available and/or directing Pacific to provide for requested collocation.

A. PB explanation of their process for determining "space not available."

1. Began survey/ resurvey/ eval in 1997 – used floor space planner – "snapshot" approach.
 - collapsing store rooms
 - janitor closets
 - bathrooms not needed
 - 1A removals (approx. 15 offices)
 - switches not providing dial tone are removed.
 - may gain power space
 - admin space
 - if function belongs to CO, stays.
 - lounges
 - conference and meeting rooms
 - some COs have floor areas that can't handle CO equipment.
2. All COs reviewed at least annually -- monitored based on conditions.
3. will notify CLEC if less than 100 sq. ft of space is available for collocation. Some CLECs may agree to smaller space.

-
- **ELI question, PB response: Why are you wait-listed on the day you're denied, not the day you applied. PB agrees to change.**

ATT questions for Collo Day 2

- July 28 real estate management service pricing addendum – some COs are on the original denied list. Are these price changes? Clarification needed.
- P 7, Exhibit A – Corona office. Clarify access policies for affiliates and CLECs.
- Rooftop microwave collo. Are CLECs given the same access to rooftops as PBMS?
- Clarify if there's a different policy for switch collocation. Do same limitations apply to PBMS? PB will clarify different legal requirements for CLECs versus affiliates.
- Exhibit B – desired uses by PBMS/ PB Internet. Application Aug., 1997. Some offices where CLECs were denied, then PB filed for affiliate space. Need clarification. (Hope St./ Mt. View, Main St/ Irvine, Fontana)

**California Public Utilities Commission
Telecommunications Division
Staff Notes
271 Collaborative Workshop
COLLOCATION – Day 2
8/12/98**

1. Update from yesterday: Cage to Cage Collocation - PB Explanation of 2 Methods

1. Cage to cage for 1 CLEC: CPOC gets involved to cable the cages together.
2. Cage to cage for 2 CLECS: FCC addressed cage to cage. PB offers DS1 and DS3. PB is negotiating with TCG on DS0. DS1 and DS3 rates in the tariff. Paragraph 595 of 1st Report and Order.

2. Nextlink: Presentation on experience that Nextlink has had with PB and collo.

1. Accepts cages from PB but has bad experience with communications. Cooperative testing for DS-1 cables requested. All contact with CPOC. Has been referred to contractor.
2. Phone line for collo cage took 6 weeks and no AC power available for the testing equipment of the CLEC.
3. Wrong fusing for the power addition. PB responded that new power cable could take up to 120 days to correct.
4. Inconsistent guidelines for 80% rule for augmentation.
5. PB internal communications is confusing and inconsistent. Single point of contact is not working. Follow up is up to the CLEC.
6. Kicked out of a parking space in the collo office.
 - PB Response: CPOC should be the point of contact; they are geographically designated. Resources added in the LA and Bay area. DS0 cooperative testing is being worked on. Facility Equipment Engineer (FEE) is the point of contact for the testing. (New process, should be communicated at cage turnover). The 1MB line at the cage or IW should be available to be ordered to be complete at cage turnover (PB has created a checklist for cage turnover). **Action Item: PB to provide the checklist (checklist provided later the same day).** Access problems and parking, CPOC coordinator is point of contact for these problems. Real estate is responsible for the AC power and a point of contact is designated for this problem. LA fusing problem was error in installation, but the cage was overloaded by Nextlink so that the power was not enough and equipment failed. This is a coordination problem between the CLEC and PB to designate the correct fusing level. The level of utilization for augmentation is being considered and the process for referral to the EPOC is being revised.